

EXHIBIT HH

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this "Agreement") is made and entered into this 20th day of September, 1996, by and between People of the State of California, ex rel. Department of Transportation ("Caltrans"); Conopco, Inc., Lawry's Foods, Inc., and Thomas J. Lipton, Inc. (collectively, "Conopco"); Chromal Plating Company ("Chromal"); and Nesta M. Klar, individually and as Trustee of the Klar Family Trust ("Klar").

RECITALS

A. Conopco and Caltrans each own fee title to portions of that certain real property located at the former intersection of Huron Street and San Fernando Road, Los Angeles, California 90065, and legally described as Lot 18 of the Specht Tract, as recorded in the Official Records of Los Angeles County, California, formerly known as 2002 Huron Street, Los Angeles, California (the "Property").

B. Conopco leases from Caltrans a portion of the Property owned by Caltrans pursuant to that certain Lease pertaining thereto.

C. The Property was previously owned by Chromal Plating Company ("Chromal") and Nesta M. Klar, an individual and Trustee of the Klar Family Trust ("Klar"), and Chromal previously operated a chrome-plating facility on the Property.

D. The Property is allegedly contaminated with various

hazardous chemicals, including, but not limited to, chromium, as described in the reports prepared by Levine Fricke and listed on Exhibit "A" attached hereto and hereby made a part hereof, and additional information recently disclosed by Levine Fricke as shown on Exhibit "B" attached hereto and hereby made a part hereof (such contamination, as identified in Exhibit "A" and Exhibit "B", is collectively referred to herein as the "Contamination").

E. As a result of the alleged Contamination, certain disputes arose between and among Conopco, Caltrans, Chromal, and Klar. In connection with such disputes, Caltrans and Conopco jointly filed a complaint for declaratory relief, injunctive relief and damages against Chromal and Klar on or about February __, 1994, in the United States District Court for the Central District of California, as Case No. ED-CV-94-0135-RT(JGx). Caltrans and Conopco subsequently amended their complaint, and in response to such complaint, Chromal and Klar filed certain counter-claims and cross-claims against Conopco and Caltrans (such complaint, counter-claims and cross-claims being referred to collectively herein as the "Litigation").

F. The Parties have determined that it is in their respective best interests, and thus, desire to resolve those disputes on the terms and subject to the conditions stated in this Agreement.

AGREEMENT

Now, therefore, with reference to the above recitals, the parties agree as follows.

I. Recitals Incorporated By Reference; Definitions

The recitals set forth in Paragraphs A through F above are hereby incorporated into this Agreement by this reference. In addition to the definitions set forth in the foregoing recital paragraphs, the following defined terms, as used in this Agreement, shall have the following meanings:

A. "Conopco" is Conopco, Inc., Lawry's Foods, Inc., and Thomas J. Lipton, Inc. collectively.

B. "Caltrans" is People of the State of California, ex rel. Department of Transportation.

C. "Complaint" is Conopco and Caltrans' First Amended Complaint for CERCLA; CERCLA Contribution; Declaratory Relief under CERCLA; Negligence Per Se; Continuing Private Nuisance; Continuing Public Nuisance; Negligence; Strict Liability for Ultrahazardous Activity; Continuing Trespass; Equitable Indemnity, Contribution and Declaratory Relief; Waste; and Injunction filed against Chromal and Klar on or about February 21, 1995, in United States District Court - Central District, Case No. ED-CV-94-0135-RT(Jgx).

D. "Chromal" is Chromal Plating Company.

E. "Klar" is Nesta M. Klar, individually and as Trustee of the Klar Family Trust.

F. "Counter and Cross Claims" includes all counter, cross and third party complaints in the action, including without limitation, the following filed in United States District Court -

Central District, Case No. ED-CV-94-0135-RT(Jgx): Chromal's First Amended Cross-Claim for Contribution; Indemnity; Equitable Indemnity; and Declaratory Judgment filed on or about March 20, 1995; Chromal's Counter-Claim for Contribution; Indemnity; Equitable Indemnity; and Declaratory Judgment filed on or about March 20, 1995; Klar's Counter-Claim for Indemnity, Contribution, and Declaratory Relief filed on or about March 16, 1996; and Klar's Cross-Claim for Indemnity, Contribution, and Declaratory Relief filed on or about March 16, 1996.

G. "Parties" are Conopco, Caltrans, Chromal, and Klar.

II. Settlement Payments

In consideration of the foregoing, as well as the mutual covenants and conditions set forth below, the Parties agree as follows:

A. The following payments aggregating a total of TWO MILLION NINETY-EIGHT THOUSAND DOLLARS (\$2,098,000.00) shall be made to Conopco and Caltrans jointly:

1. Caltrans' insurer Pacific Indemnity shall pay the sum of ONE MILLION DOLLARS (\$1,000,000.00).

2. Caltrans' insurer Lloyds of London shall pay the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

3. Conopco's insurer Liberty Mutual shall pay the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00).

4. Chromal and Klar's insurer Travelers Insurance shall pay the sum of FIVE HUNDRED SIXTEEN THOUSAND DOLLARS (\$516,000.00).

5. Conopco's insurer Travelers Insurance shall pay the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) which shall be in addition to the sum paid as insurer for Chromal and Klar, and shall waive any right it may have to a retroactive premium adjustment.

6. Conopco's insurer AIG shall pay the sum of FIFTY-SEVEN THOUSAND DOLLARS (\$57,000.00).

7. Klar shall pay the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

8. Chromal shall pay the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

B. These payments shall be made upon the Parties' complete execution and delivery of this Agreement and entry of an order by the Court finding the settlement contemplated by this Agreement to be in good faith, as such order shall be requested by the Parties under Section III below.

C. Notwithstanding the entry of an order finding this Agreement to be a good faith settlement, the waivers and releases contemplated herein and the effectiveness of this Agreement shall be conditioned upon the unconditional receipt all of the payments described above in fully-negotiable funds.

D. Caltrans and Conopco separately are entering into a Joint Remediation Agreement regarding the remediation of the Contamination, pursuant to which Caltrans and Conopco shall jointly remediate, or cause to be remediated, the Contamination, to the extent that such remediation is governmentally mandated

(such remediation being referred to hereinafter as the "Remediation"). In connection with such Remediation, Caltrans and Conopco represent that they are entering into an oversight agreement with respect to the Contamination with the California Regional Water Quality Control Board for the Los Angeles Region. Caltrans and Conopco represent to Chromal and Klar that, to Caltrans and Conopco's actual knowledge, there are no other claims, actions or proceedings pertaining or relating to the Contamination, except as previously disclosed to Chromal and Klar in writing. Conopco and Caltrans hereby covenant and agree to disclose the fact (but not the substance or terms) of this Agreement to any prospective third party purchasers or transferees of the Property.

III. Request to Court for Finding of Good Faith and Dismissal of the Litigation

A. To the extent that the same are received prior to the entry of an order of the Court declaring the settlement contemplated hereby to be in good faith, Caltrans and Conopco shall hold the funds payable hereunder in a joint bank account and shall not disburse any portion of such funds for any purpose until and unless a finding has been made by the Court that this settlement is in good faith. Caltrans, Conopco, Chromal and Klar shall request the Court to dismiss with prejudice the Complaint and all Counter and Cross Claims by submitting the Stipulation Regarding Good Faith Settlement and Dismissing Action in its Entirety which is attached hereto as Exhibit A. The parties

agree that this has been an actively-litigated matter, and that they are acting in good faith in entering into and executing this Agreement. The parties agree to jointly submit the Stipulation to the Court and request the Court to enter its finding that the settlement is in good faith.

B. The dismissal of the Counter and Cross Claims of Chromal and Klar against The Flamemaster Corporation ("Flamemaster") may be made without prejudice, provided, however, that in the event that it shall be a condition to any settlement of the ongoing litigation between Conopco and Flamemaster in the United States District Court for the Central District of California, Case No. 94-0813-DT (the "Flamemaster Suit"), that Flamemaster's dismissal by Chromal and Klar shall be with prejudice, then in that case, Chromal and Klar shall promptly file such documents as are necessary to effectuate such dismissal with prejudice, provided that Flamemaster shall concurrently deliver general releases in form and content reasonably satisfactory to Chromal and Klar with respect to the Counter and Cross Claims being so dismissed.

C. Should the Court decline to make a finding that the settlement is in good faith, then any payments received prior to such finding shall be returned to the persons or entities making them, and this Agreement and all releases pertaining thereto shall be null and void.

IV. Mutual Releases

A. Except for the obligations to be performed under this

Agreement, Conopco hereby releases Chromal and Klar and each and all of them and (as the case may be) each of their insurance carriers, associates, owners, stockholders, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives and lawyers, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Conopco now has or may hereafter have against Chromal or Klar, or any of them, by reason of any matter, cause, or thing whatsoever relating to the Contamination, the Litigation, and the conduct of the Litigation.

B. Except for the obligations to be performed under this Agreement, Caltrans hereby releases Chromal and Klar and each and all of them and (as the case may be) each of their insurance carriers associates, owners, stockholders, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives and lawyers, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Caltrans now has or may hereafter have against Chromal or Klar, or any of them, by reason of any matter, cause, or thing whatsoever relating to the Contamination, the

Litigation, and the conduct of the Litigation.

C. Except for the obligations to be performed under this Agreement, Chromal hereby releases Caltrans and Conopco, and each and all of them and (as the case may be) each of their insurance carriers, associates, owners, stockholders, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives and lawyers, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Chromal now has or may hereafter have against Caltrans or Conopco, or any of them, by reason of any matter, cause, or thing whatsoever relating to the Contamination, the Litigation, and the conduct of the Litigation.

D. Except for the obligations to be performed under this Agreement, Klar hereby releases Caltrans and Conopco, and each and all of them and (as the case may be) each of their insurance carriers, associates, owners, stockholders, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives and lawyers, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Klar now has or may hereafter have against

Caltrans or Conopco, or any of them, by reason of any matter, cause, or thing whatsoever relating to the Contamination, the Litigation, and the conduct of the Litigation.

E. The Parties, for themselves, and on behalf of their respective successors, heirs, executors, and assigns intend and agree that this the forgoing waivers and releases shall be a full and final accord and satisfaction and release of and from all matters stated in this Agreement as to the Parties expressly so released. In furtherance of this intention, the Parties, for themselves, and on behalf of their successors, heirs, executors, and assigns hereby recognize, acknowledge, and agree, that they are familiar with and have been advised by their respective attorneys concerning the legal effect of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

F. Except for the obligations to be performed under this Agreement, the Parties, being aware and having been advised by their respective attorneys about the legal effect of California Civil Code Section 1542, for themselves, and on behalf of their successors, heirs, executors, and assigns knowingly and voluntarily, expressly waive and relinquish any and all rights and/or benefits which the Parties or their successors, heirs, executors, and assigns may have under California Civil Code §1542

or any other statute or law of similar effect as against the Parties expressly released.

G. The Parties hereby acknowledge and agree that the foregoing waivers and releases shall extend only to the Parties expressly specified therein and that nothing in this Section IV shall be deemed to have effectuated any waivers or releases flowing from Chromal to Klar and/or from Klar to Chromal, it being expressly understood and agreed that any action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever of Chromal against Klar and/or Klar against Chromal (collectively, the "Chromal/Klar Claims") shall survive this Agreement, unless separately waived or released by Chromal and/or Klar.

V. Indemnification

Conopco and Caltrans shall indemnify, hold harmless and defend Chromal and Klar, and each and all of them and (as the case may be), the employees, officers, directors, shareholders and affiliated entities of Chromal and Klar, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs, expenses and fees suffered or incurred by any of them, arising out of or directly relating to the Remediation of the Contamination by Conopco and Caltrans or anyone acting on their behalf or at their direction; provided, however, that the indemnification provided herein shall not extend to include or

cover any Chromal/Klar Claims.

VI. General Provisions

A. The Parties explicitly acknowledge and covenant that this Agreement represents a settlement of disputed rights and claims and that by entering into this Agreement, the Parties do not admit or acknowledge the existence of any Liability or wrongdoing, as all such Liabilities and wrongdoing are hereby expressly denied. Neither this Agreement nor any provision thereof is intended to or shall be construed as an admission or concession of Liability or wrongdoing.

B. All payments, notices, and communications required by this Agreement shall be in writing and shall be deemed effective when delivered in person, facsimile, or by U.S. mail, to the following Parties or their representatives:

Thomas N. Fuelling
President
Lawry's Foods, Inc.
222 E. Huntington Drive
Monrovia, California 91016-3500
Telephone: (818) 930-8805
Telecopier: (818) 930-8852
Representative of Conopco, Inc.; Thomas J. Lipton, Inc.; and Lawry's Foods, Inc.

Paul J. Kuny
Right of Way Agent, Project Coordinator
Department of Transportation
District 7
120 S. Spring Street
Los Angeles, California 90012
Telephone: (213) 955-5000
Telecopier: (213) 955-4000
Representative of People of the State of California, ex rel. Department of Transportation

Robin Bokelman-Osborn
Chromal Plating Company
1748 Workman Street
Los Angeles, California 90031
Telephone: (213) 225-6121
Telecopier: (213) 223-1600
Representative of Chromal Plating Company

Nesta M. Klar

PRVY-Controlled/Privacy

Telephone: (213)

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single original document.

D. The Parties agree that after the date of this Agreement, they shall, without further consideration, execute and deliver such additional documents and instruments and take such other actions and give such assurances, as reasonably may be required, to effect and carry out this Agreement.

E. This Agreement may not be altered, amended, or modified unless otherwise agreed to in writing and signed by all Parties.

F. The Parties understand and agree that this Agreement shall not be construed against the draftsman of this Agreement, but shall be construed as if all parties jointly prepared this Agreement, as all the Parties reviewed and made changes to this Agreement.

G. This Agreement shall be interpreted, enforced, and governed by and under the laws of the State of California applicable to instruments, persons, and transactions which have

legal contexts and relationships solely within the State of California.

H. With the exception of the Joint Remediation Agreement between Caltrans and Conopco to which Chromal and Klar are not party, this Agreement is the entire agreement of the Parties. Any prior representations, offers, counter-offers, agreement, or understandings, written or oral, with respect to the matters in this Agreement are not relied on by the Parties, as they are superseded by this Agreement.

I. The Parties represent and warrant that the signatories to this Agreement have the right, power, legal capacity, and authority to enter into and perform the obligations under this Agreement and to bind the respective Parties, and their successors, heirs, Executors, and assigns.

J. Each Party shall bear its, his or her own respective attorneys' fees and costs incurred in connection with the Litigation.

K. In the event of any legal action, arbitration, or further proceedings to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including expert witness fees.

L. The paragraph headings and numbering in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

M. Whenever possible, each provision of this Agreement

shall be interpreted to make such provision valid and enforceable under applicable California law. However, if any provision of this Agreement shall become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without thereby invalidating the remainder of such provision or any of the remaining provisions of this Agreement, unless the enforcement of the remaining provisions alone will materially defeat the consideration received by one or more of the Parties.

N. The Parties acknowledge that they fully and completely understand all of the terms and conditions in this Agreement.

O. The Parties hereto represent and warrant that they are the sole owners of the claims released and the rights compromised hereby, and they have not previously sold, transferred, conveyed or assigned the same, or any interest in or portion of the same, to any third party.

P. The terms of this Agreement are contractual and not a mere recital.

Q. The Parties represent and warrant that they have the power and authority to enter into and execute this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement
as of the date first written above.

DATED: 2/24/92

* Arnold I. Friede
Conopco, Inc. by

DATED: 2/24/92

** Donald A. Smith
Lawry's Foods, Inc. by

DATED: 2/24/92

*** Arnold I. Friede
Thomas J. Lipton, Inc. by

DATED: _____

People of the State of
California, ex rel. Department
of Transportation by

DATED: _____

Chromal Plating Company by

DATED: _____

Nesta M. Klar

* Arnold I. Friede
Vice President

** Donald A. Smith
Assistant Secretary

*** Arnold I. Friede
Vice President
Conopco, Inc., successor to
Thomas J. Lipton, Inc.

89748.7(9334.802)

IN WITNESS WHEREOF, the Parties have executed this Agreement
as of the date first written above.

DATED: _____

Conopco, Inc. by

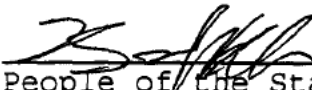
DATED: _____

Lawry's Foods, Inc. by

DATED: _____

Thomas J. Lipton, Inc. by

DATED: 2-24-57



People of the State of
California, ex rel. Department
of Transportation by

DATED: _____

Chromal Plating Company by

DATED: _____

Nesta M. Klar

IN WITNESS WHEREOF, the Parties have executed this Agreement
as of the date first written above.

DATED: _____

Conopco, Inc. by

DATED: _____

Lawry's Foods, Inc. by

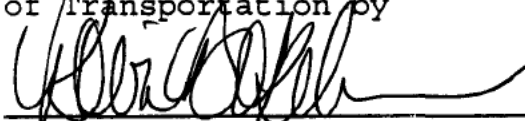
DATED: _____

Thomas J. Lipton, Inc. by

DATED: _____

People of the State of
California, ex rel. Department
of Transportation by

DATED: 11-15-96



Chromal Plating Company by

DATED: _____

Nesta M. Klar

IN WITNESS WHEREOF, the Parties have executed this Agreement
as of the date first written above.

DATED: _____

Conopco, Inc. by

DATED: _____

Lawry's Foods, Inc. by

DATED: _____

Thomas J. Lipton, Inc. by

DATED: _____

People of the State of
California, ex rel. Department
of Transportation by

DATED: _____

Chromal Plating Company by

DATED: 12/26/96

Nesta M Klar
Nesta M. Klar

APPROVED AS TO FORM:

By: _____
Laurence L. Hummer, Esq.
Attorneys for Conopco, Inc., Lawry's Foods, Inc., and Thomas
J. Lipton, Inc.

By: _____
Gerald A. Costello, Esq.
Attorneys for People of the State of California, ex rel.
Department of Transportation

By: _____
James A. Anton, Esq.
Attorneys for Chromal Plating Company

By: _____
Thomas A. Kearney, Esq.
Attorneys for Nesta M. Klar

APPROVED AS TO FORM:

By: _____

Laurence L. Hummer, Esq.
Attorneys for Conopco, Inc., Lawry's Foods, Inc., and Thomas
J. Lipton, Inc.

By: _____

Gerald A. Costello, Esq.
Attorneys for People of the State of California, ex rel.
Department of Transportation

By: _____

James A. Anton, Esq.
Attorneys for Chromal Plating Company

By: _____

Thomas A. Kearney, Esq.
Attorneys for NESTA M. Klar

LIST OF LEVINE FRICKE REPORTS DESCRIBING CONTAMINATION

"Soil and Ground-Water Assessment Summary Report, Chromal Plating Company Site" dated August 26, 1993

"Results of Phase V Assessment at Former Chromal Plating Company Site Lawrys' California Center" dated May 11, 1994

"Phase V Assessment Report, Former Chromal Plating Company Site, Lawry's California Center" dated October 18, 1994

"Summary of Recent Monitoring Well Installation and Ground-Water Sampling near the Former Chromal Plating Company Site" dated July 24, 1995

ADDITIONAL INFORMATION RECENTLY DISCLOSED BY LEVINE FRICKE

CHROMAL PLATING COMPANY SITE

Groundwater Monitoring Activities

Groundwater monitoring was conducted on April 11-12, 1996, and May 20-21, 1996. For each groundwater monitoring event, depths to groundwater were measured in all eight Chromal wells (LFCH-1 through LFCH-8; Figure 2) prior to sample collection. Following groundwater level measurements, the monitoring wells were purged and then sampled. In addition, one equipment blank sample was collected for quality control purposes.

The April, 1996 groundwater samples were analyzed both with and without filtration to determine the distribution between total and dissolved metal concentrations and to explain discrepancies between total and hexavalent chromium concentrations in recent monitoring events. Filtration was performed at the time of sampling using disposable 0.45-micron membrane filters. In addition, unfiltered samples from LFCH-1 and LFCH-3 were filtered by the laboratory at the time of sample receipt to identify if the time of filtration had an effect on the analytical results. The May, 1996 groundwater samples for total chromium and hexavalent chromium were filtered by the laboratory at the time of sample receipt to determine the dissolved chromium concentrations (both total and hexavalent).

All groundwater samples were analyzed for total chromium, hexavalent chromium, and VOCs using EPA Method 6010, EPA Method 7196, and EPA Method 8260, respectively. The hexavalent chromium analyses were performed within the 24-hour holding time.

Groundwater Elevation and Flow Direction

Current and historical groundwater elevations are presented in Table 8. Groundwater elevations were calculated from the depth-to-water measurements recorded for all eight Chromal monitoring wells. With the exception of well LFCH-5, all Chromal wells showed an increase in groundwater elevation, ranging from 0.12 to 0.15 foot. This appears consistent with seasonal groundwater fluctuations.

Groundwater elevations from May, 1996 measurements were plotted to determine the horizontal groundwater flow direction beneath the Chromal site. Groundwater iso-elevation contours are shown in Figure 9. The horizontal groundwater flow direction beneath the Chromal site is to the south. The inferred groundwater

gradient direction beneath the site is consistent with previous quarterly monitoring data. A zone of groundwater convergence currently appears to the south of the Chromal site. This zone is manifested by the convergence of a north-south groundwater gradient beneath the site and an east-west groundwater gradient in the vicinity of wells LFCH-3, LFCH-7 and LFCH-8.

Groundwater Analytical Results: Chromium

Analytical results from the current and previous monitoring events have been prepared by Levine-Fricke and are attached in Table 9. For both the April and May sampling events, chromium concentrations in groundwater remained relatively consistent with previously recorded values. Neither total nor hexavalent chromium was detected at concentrations above the laboratory detection limits of 0.05 mg/L and 0.01 mg/L for samples collected from upgradient well LFCH-6, crossgradient wells LFCH-2 and LFCH-7, or downgradient wells LFCH-5 and LFCH-8.

For the May, 1996 sampling event, the total chromium concentrations in groundwater that exceeded the State of California MCL of 0.05 mg/L were present in wells LFCH-1, LFCH-3, and LFCH-4 at concentrations of 11 mg/L, 0.94 mg/L, and 0.32 mg/L, respectively.

There were no significant differences in the analytical results for the filtered and unfiltered samples collected from the Chromal monitoring wells. This suggests that the chromium in the groundwater is present primarily in the dissolved phase rather than in an adsorbed phase where it is attached to some particulate matter. Also, the time of filtration, whether at the time of sample collection or sample receipt at the laboratory, had no significant effect on the analytical results, suggesting that there are no rapid changes in the equilibrium between dissolved and adsorbed phases of chromium in the time interval of approximately six to eight hours.

Based on the filtration results described above and a closer evaluation of laboratory procedures, the discrepancies between total chromium and hexavalent chromium in recent monitoring events in which hexavalent chromium was present at lower concentrations than total chromium are attributable to Core Laboratories' difficulties with the colorimetric method specified by EPA Method 7196 for hexavalent chromium. These difficulties have been identified and corrected.

Groundwater Analytical Results: VOCs

The groundwater analytical results for VOCs were relatively consistent with previous monitoring results. Tetrachloroethane and Trichloroethane are present at concentrations up to 0.039

mg/L and 0.011 mg/L in wells LFCH-2 and LFCH-6, respectively. Benzene was detected at a minimum concentration of 0.64 mg/L in LFCH-7. The VOCs do not appear to be associated with soil and groundwater conditions at the Chromal site because the halogenated VOCs, Tetrachloroethane and Trichloroethane are present in the well, LFCH-6, and the aromatic hydrocarbon such as Benzene, Toluene, Ethylbenzene and Xylenes are primarily associated with downgraded and cross-graded wells LFCH-3 and LFCH-7."

Table 8:
GROUNDWATER ELEVATION MEASUREMENTS
 Chromal Plating Site Vicinity
 Lawry's California Center
 LF 2377

Well Location ID	Date Measured	Top-of-Casing Elevation (feet MSL)	Depth to Groundwater (feet BTC)	Groundwater Elevation (feet MSL)	Relative Change in Groundwater Elevation (feet REL)
LFCH-1	06/02/93	334.23	39.44	294.79	-
	03/16/94		40.89	293.34	-1.45
	04/14/94		41.02	293.21	-0.13
	01/06/95		41.27	292.96	-0.25
	06/06/95		40.09	294.14	1.18
	12/28/95		40.78	293.45	-0.69
	04/11/96		40.80	293.43	-0.02
	05/20/96		40.67	293.56	0.13
LFCH-2	03/16/94	334.33	41.17	293.16	-
	04/14/94		41.26	293.05	-0.11
	01/06/95		41.53	292.80	-0.25
	06/06/95		40.36	293.97	1.17
	12/28/95		41.04	293.29	-0.68
	04/11/96		41.05	293.28	-0.01
	05/20/96		40.93	293.40	0.12
LFCH-3	03/16/94	334.73	41.86	292.87	-
	04/14/94		41.97	292.76	-0.11
	01/06/95		42.16	292.57	-0.19
	06/06/95		41.07	293.66	1.09
	12/28/95		41.73	293.00	-0.66
	04/11/96		41.75	292.98	-0.02
	05/20/96		41.81	293.12	0.14
LFCH-4	06/06/95	333.80	39.83	293.77	-
	12/28/95		40.47	293.13	-0.64
	04/11/96		40.51	293.09	-0.04
	05/20/96		40.37	293.23	0.14
LFCH-5	06/06/95	331.22	37.31	293.91	-
	12/28/95		37.97	293.25	-0.66
	04/11/96		37.80	293.42	0.17
	05/20/96		37.84	293.38	-0.04
LFCH-6	06/06/95	334.88	40.80	294.28	-
	12/28/95		40.43	294.45	0.17
	04/11/96		40.46	294.43	-0.02
	05/20/96		40.32	294.56	0.13
LFCH-7	10/05/95	338.29	44.95	294.34	-
	12/28/95		45.38	293.91	-0.43
	04/11/96		45.40	293.89	-0.02
	05/20/96		45.25	294.04	0.15
LFCH-8	10/05/95	329.74	36.55	293.19	-
	12/28/95		36.94	292.80	-0.39
	04/11/96		36.96	292.78	-0.02
	05/20/96		36.81	292.93	0.15

NOTES:

Survey of top-of-well casing elevations provided by Calvada Surveying, and performed by a California Licensed Land Surveyor.

REL - Relative Elevation

MSL - Mean Sea Level

BTC - Below Top of Casing

QAVOC DAY

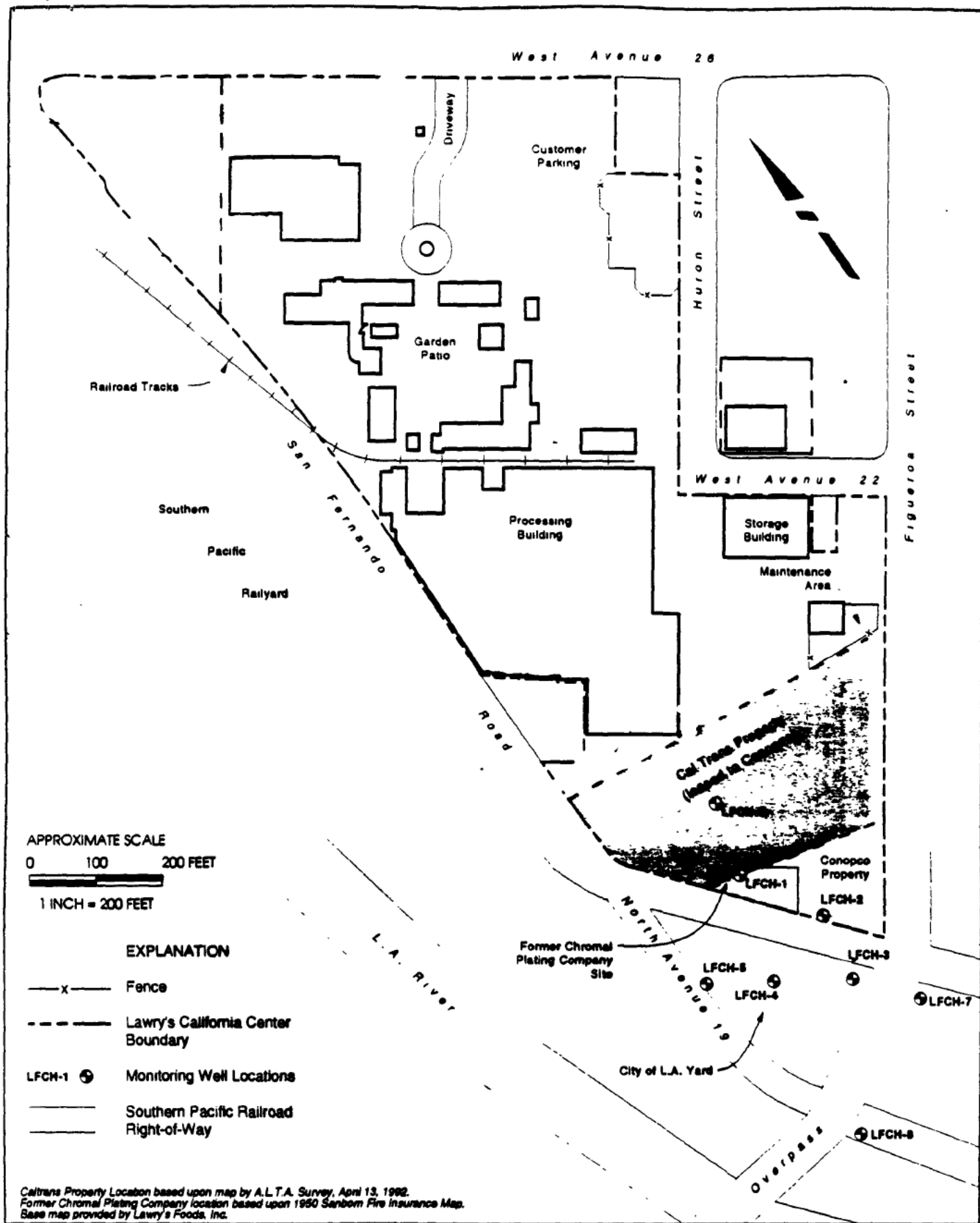


Figure 2 : SITE PLAN SHOWING MONITORING WELL LOCATIONS

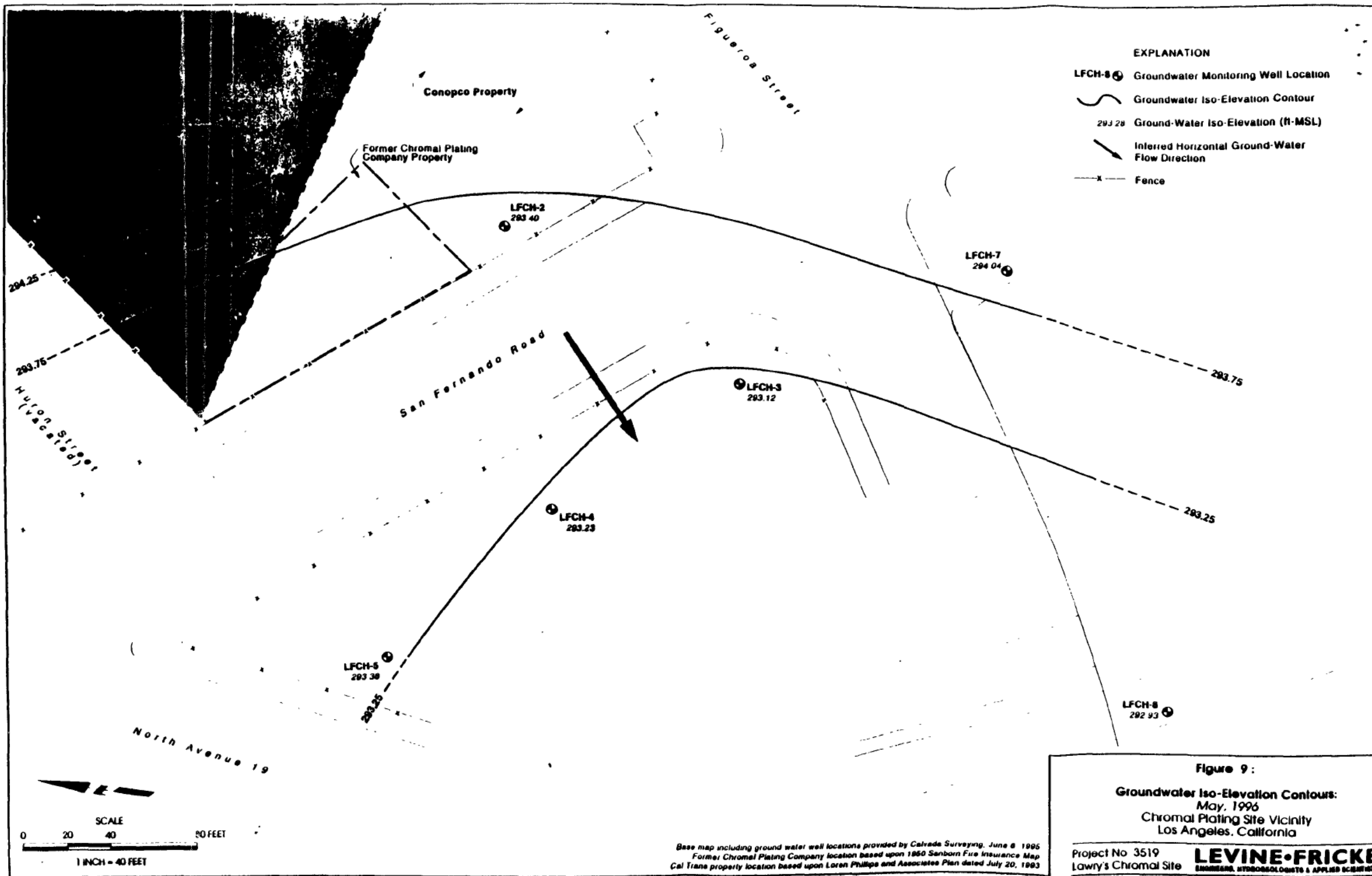


Table 9.
SUMMARY OF GROUNDWATER ANALYTICAL DATA
CHROMAL PLATING SITE VICINITY
Lewy's Caltrans Center
LF 2377
All values reported in milligrams per liter (mg/L)

Well Number	Relative Locations	Date Sampled	Chromium		Detected Volatile Organic Compounds by EPA Method 8240/8260												Miscellaneous VOCs
			Total	Hexavalent	PCE	TCE	DCFM	Benzene	Toluene	Ethylbenzene	Total Xylenes	n	n-PB	IPB	1,2,4-TMB	1,3,5-TMB	
LFC1-1	Chromal Site	06/02/93	11	12	0.033	0.0020	0.020	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		03/16/94	36	34	0.023	0.0042	0.011	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		06/06/95	25	27	0.013	0.0038	0.0024	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		12/28/95	20	1.8*	0.019	<0.005	NA	<0.005	<0.005	<0.005	<0.005	NA	NA	NA	NA	NA	
		04/12/96	8.9	8.9	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.075	0.240	<0.025	<0.025	<0.025	<0.025	
		04/12/96	8.8 (F)	8.5 (F)													
		04/12/96	8.4 (L.F)	10.75 (L.F)													
		04/12/96	8.9 (S)	12 (S)													
		04/12/96	10 (F) (S)	12 (F) (S)													
		05/21/96	11	10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LFC1-2	Crossgradient	05/21/96	10 (S)	16 (S)													
		03/16/94	0.0088	<0.020	0.004	<0.0020	0.0082	<0.0020	0.0045	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		06/06/95	<0.010	<0.010	0.017	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	MeCl = 0.036
		12/28/95	0.02	<0.01	0.026	<0.005	NA	<0.005	<0.005	<0.005	<0.005	NA	NA	NA	NA	NA	
		04/11/96	<0.050	<0.01	0.008	0.002	<0.001	<0.001	0.008	<0.001	<0.003	<0.001	<0.001	<0.001	<0.001	<0.001	
		04/11/96	<0.050 (F)	<0.01 (F)													
LFC1-3	Downgradient	05/20/96	<0.050	<0.01	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
		03/16/94	1.3	1.4	0.028	<0.0020	0.013	0.0048	0.039	0.065	0.182	0.020	0.0066	0.0037	0.041	0.011	
		06/06/95	0.76	0.82	0.017	0.0027	0.0081	0.0033	0.023	0.089	0.129	0.022	0.0081	0.0053	0.033	0.010	P-isop = 0.017
		12/28/95	1.4	0.62*	0.016	<0.005	NA	0.008	0.055	0.180	0.320	NA	NA	NA	NA	NA	
		04/12/96	1.0	0.67*	0.018	<0.005	<0.005	0.008	0.096	0.1	0.235	0.038	0.010	<0.005	0.048	0.010	
		04/12/96	1.0 (F)	0.66 (F)*													
		04/12/96	0.97 (L.F)	0.88 (L.F)													
		04/12/96	0.86 (S)	0.80 (S)													
		04/12/96	1.2 (F) (S)	0.96 (F) (S)													
		05/21/96	0.94	0.88	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
LFC1-4	Downgradient	05/21/96	0.77 (S)	0.94 (S)													
		06/06/95	1.3	0.83	0.0082	0.0086	<0.0020	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		12/28/95	0.54	<0.01*	0.006	0.007	NA	<0.005	<0.005	<0.005	<0.005	NA	NA	NA	NA	NA	
		04/11/96	0.37	0.36	0.008	0.010	<0.001	<0.001	0.017	<0.001	<0.003	<0.001	<0.001	<0.001	<0.001	<0.001	
		04/11/96	0.36 (F)	0.3 (F)													
		05/20/96	0.32	0.29	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
LFC1-5	Downgradient	05/20/96	0.29 (S)	0.33 (S)													
		06/06/95	<0.010	<0.010	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		12/28/95	0.065	<0.01	<0.005	<0.005	NA	<0.005	<0.005	<0.005	<0.005	NA	NA	NA	NA	NA	
		04/11/96	<0.050	<0.01	<0.001	<0.001	<0.001	0.003	0.011	<0.001	<0.003	0.008	<0.001	<0.001	<0.001	<0.001	
		04/11/96	<0.050 (F)	<0.01 (F)													
		05/20/96	<0.050	<0.01	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
LFC1-6	Upgradient	06/06/95	<0.010	<0.010	0.0073	0.0038	<0.0020	<0.0020	<0.0020	<0.0020	<0.0040	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		12/28/95	0.008	<0.01	0.007	<0.005	NA	<0.005	<0.005	<0.005	<0.005	NA	NA	NA	NA	NA	
		04/11/96	<0.050	<0.01	0.007	0.011	<0.001	<0.001	0.004	<0.001	<0.003	<0.001	<0.001	<0.001	<0.001	<0.001	
		04/11/96	<0.050 (F)	<0.01 (F)													
		05/20/96	<0.050	<0.01	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
LFC1-7	Crossgradient	10/05/95	0.037	<0.010	<0.010	<0.010	<0.010	0.030	0.030	0.027	<0.030	0.490	0.210	0.080	<0.010	0.020	sec-B = 0.015
		12/28/95	<0.050	<0.01	<0.025	<0.025	NA	0.070	<0.025	<0.025	<0.025	NA	NA	NA	NA	NA	
		04/11/96	<0.050	<0.01	<0.025	<0.025	<0.025	0.040	<0.025	0.025	<0.075	0.410	0.190	0.060	<0.025	<0.025	
		04/11/96	<0.050 (F)	<0.01 (F)													
		05/20/96	<0.050	<0.01	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
LFC1-8	Downgradient	10/05/95	0.088	<0.010	<0.002	0.0020	<0.0020	<0.0020	0.0033	<0.0020	<0.0060	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	
		12/28/95	<0.050	0.03	<0.005	<0.005	NA	<0.005	<0.005	<0.005	<0.005	NA	NA	NA	NA	NA	
		04/11/96	<0.050	<0.01	<0.001	0.002	<0.001	<0.001	0.054	<0.001	<0.003	<0.001	<0.001	<0.001	<0.001	<0.001	
		04/11/96	<0.050 (F)	<0.01 (F)													
		05/20/96	<0.050	<0.01	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
MCLs			0.05	NE	0.005	0.005	NE	0.001	0.15	0.7	1.75	NE	NE	NE	NE	NE	

Notes:

- NE = Not Established
- NA = Not Analyzed
- < = Designates less than laboratory detection limit
- MCLs = State of California Department of Toxic Substance Control's maximum contaminant levels for human consumption
- (S) = Split sample analyzed by Thermo Analytical
- (L.F) = Filtered by the laboratory using a 0.45 micron membrane filter. All of the May 1996 samples for Cr analysis were filtered by the laboratory at the time of sample receipt using a 0.45 micron membrane filter.
- (F) = Filtered at time of sample collection using a 0.45 micron membrane filter.
- * = Discrepancy in Total Chromium versus Hexavalent Chromium attributable to laboratory procedures.

Chemical Abbreviations:

- PCE = Tetrachloroethene
- TCE = Trichloroethene
- DCFM = Dichlorodifluoromethane
- N = Naphthalene
- nPB = n-Propylbenzene
- IPB = Isopropylbenzene
- 1,2,4-TMB = 1,2,4-Trimethylbenzene
- 1,3,5-TMB = 1,3,5-Trimethylbenzene
- MeCl = Methylene Chloride
- P-isop = P-Isopropyltoluene
- sec-B = sec-Butylbenzene

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